

PURCHASE OF LANDS OF INDIANS

"No purchase or contract for the sale of lands in this state, shall be valid unless made under the authority, and with the consent of the legislature."-New York Indian Law § 7-a

"A judgment by default against an Indian is void"-Hasting v. Farmer & Ellis
4 N.Y. 293(1850)

"Indians may not only hold and convey real estate but are liable upon their contracts." Re Printup, 121 AD 322, 106 S 74(1907)

"Since leaseholds involving tribal lands are generally outside the jurisdiction of state courts, the majority of legal actions involving such leaseholds must be brought in Federal Courts. It should be borne in mind, therefore ; that title to leased tribal lands must remain in the United States in trust for the tribe and cannot be transferred; and consequently, in cases involving such leases, FHA's standard leasehold option to purchase the fee would be inoperative." (signed)PHILILEO NASH, Commissioner of Indian Affairs, NEAL J. HARDY, Commissioner-Federal Housing Administration-(MEMORANDUM OF UNDERSTANDING-PROCESSING APPENDIX I EXHIBIT I, VI.c.)Mar. 27,1962

Next, to show fraudulent intentions on Mr. Van Aernam, a letter between Thaddeus W. Clark, attorney to Robert F. Hollister of FHA dated May 17, 1968 in paragraph 3. "Actually, the description in the deed should have specified that the conveyance was made subject to Indian lease No.H-150 given by the Seneca Nation of Indians to Chester Woodarek and Irene Woodarek dated September 22,1965."

This was a fact that was not told to Mr. Van Aernam. In paragraph 4, Mr. Clark states that there is no reservation claimed by Mr. Van Aernam in a classified ad, yet the land in question is part of the Alleghany Indian reservation. On paragraph 5 of this same letter:"Technically, the deed should have shown lease but actually because the deed is a covenant against grantor form, I think the Secretary was on notice concerning the expiration of the 1991 Indian Lease."

This is still another fact not known by Mr. Van Aernam when he purchased property in question.(Referance 11)

Another letter between Robert Hollister and Warren Thurber both of HUD dated June 27,1968 shows that Mr. Van Aernam(who paid out \$1,585.on a worthless deed) did not even have a leasehold to the property in question. Paragraph 3 of this letter quotes:" Therefore, immediately after reiting the property description the following wording must be incorporated into any new deed of conveyance to a new purchaser: Subject to Indian lease #H-150, given by the Seneca Nation of Indians." (Referance 12)

Still another correspondence dated August 14,1968 from Thomas Scanlon, Realty officer and Warren Thuber of HUD discussing the Indian Lease(Referance 5) that Mr. Van Aernam still has. (Referance 13)

These are just afew of documents gathered on this matter. There are over 52 documents that can prove a plot of fraud, conspiracy, negligence by the State (Judge Page-11/17/1967, City Judge, Salamanca-3/29/74) and Federal(Judge Henderson 3/31/70) courts, and treaty violations because all involved knew the land in question was Indian land and that Kenneth Van Aernam belonged to that land, therefore was entitled to be tax exempted.

"Indians may not only hold and convey real estate but are liable upon their contracts." Re Printup, 121 AD 322, 106 s 7141907)

"Since leaseholds involving tribal lands are generally outside the jurisdiction of state courts, the majority of legal actions involving such

leaseholds must be brought in Federal Courts. It should be borne in mind, therefore that title to leased tribal lands must remain in the United States in trust for the tribe and cannot be transferred; and consequently, in cases involving such leases, FHA's standard leasehold option to purchase the fee would be inoperative." (signed) PHILIP NASH, Commissioner of Indian Affairs, NEAL J. HARDY, Housing Administration-(MEMORANDUM OF UNDERSTANDING-PROCESSING APPENDIX I EXHIBIT I, 27,1962

Next, to show fraudulent intentions on Mr. Van Aernam, a letter between Thaddeus W. Clark, attorney to Robert F. Hollister of FHA dated May 17, 1968 in paragraph 3. "Actually, the description in the deed should have specified

that the conveyance was made to Indian lease No.H-150 given by the Seneca Nation of Indians to Chester Woodarek and Irene Woodarek dated September 22,1965." This was a fact* not bold to Mr. Ivan Aernam. In paragraph Mr. Clark states that claimed by Mr. Van Aernam in a classified ad, yet the land in question is part of the Allegheny Indian reservation. On paragraph 5 of this same letter:"Technically, the deed should have shown

lease but actually because the deed is a covenant against grantor form, I think the Secretary was on notice concerning the expiration of the 1991 Indian Lease." This is still another fact not known by Mr. Van Aernam when he purchased property in 11)

Another letter between Robert Hollister and Warren Thuber both of HUD dated June 27,1968 shows that Mr. Van Aernam who paid out \$1, 585.00 (a worthless deed) did not even have a leasehold to the property in question, Paragraph 3 of this letter quotes:" Therefore, immediately after reciting the property description

the following wording must be incorporated into any new deed of conveyance to a new purchaser: Subject to Indian lease given by the Seneca, Nation of Indians. (Reference 12)

Still another correspondence dated August from Thomas Scanlon, Realty officer and Warren Thuber of HUD discussing the Indian Lease(Reference 5) . that MJS. Van Aernam still has. (Reference 13) ,,

There are just a few of documents gathered on this matter. There are over 52 documents that can prove a plot of fraud, conspiracy, negligence by the state (Judge Page-11/17/1967, City Judge, Sa. la. Ina.nca.~3/29/71P) and Federal (Judge Henderson 3/31/70) Courts, and treaty violations knew the land in

we Indian land since that Kenneth van Aernam belonged to that land, there